

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-14-65750

HUD# 07-14-0432-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

RUSSELL J. HARDY

524 2nd Street SW

Mason City, Iowa 50401

JOANN M. HARDY

524 2nd Street SW

Mason City, Iowa 50401

HARDY RENTALS

524 2nd Street SW

Mason City, Iowa 50401

COMPLAINANT

DONALD E. JONES

819 North Delaware Avenue Apartment 4

Mason City, Iowa 50401

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against him by failing to respond to multiple complaints that tenants in units #1 and #3 had called him the N-word due to his race (African American).

Respondents own and manage the subject property, a four-unit conversion, located at 819 North Delaware Apartment 4, Mason City, Iowa 50401.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA.

Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, national origin, religion, disability, or familial status.

42 U.S.C. 3604(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

Relief for Complainant

9. Respondent agrees Complainant will be allowed to transfer and move to a one-bedroom apartment located at 19 6th Street Northeast Apt. 2E, Mason City, Iowa 50401. The parties agree that rent for the one-bedroom apartment will be \$400 per month with utilities included, and a \$400 security deposit is required. Respondent is currently remodeling the said apartment and estimates it will be available for occupancy around November 1, 2014. Respondents agree to waive all fees related to the move. Respondent agrees to provide a vehicle and help Complainant physically move his possessions from his current apartment to the new apartment. Complainant agrees he will sign a new lease agreement, which shall commence upon Complainant's occupancy of the new apartment.

Once Complainant has vacated his current unit, Apartment 4, Respondents agree to do a check-out of Apartment 4 with Complainant present (and his representative, if desired by Complainant) to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in, normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible to clean the carpets in Apartment 4.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to the lease agreement. If there is no cleaning or damage issue, Respondents agree to transfer Complainant's security deposit to his new apartment. Any cleaning or damage charges owed will be deducted from Complainant's security deposit, and Complainant will be responsible to insure the full and complete \$400 security deposit is provided for the new apartment.

Within seven (7) days of disbursing or transferring the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment 4.

Respondents also agree to conduct a check-in of Complainant's new apartment, with Complainant present (and his representative, if desired by Complainant) to ensure it is clean, undamaged, and all appliances and fixtures are in working order. Respondents will provide Complainant with a written check-in list.

Reporting and Record-Keeping

10. Respondents shall forward to the Commission objective evidence that the Federal Fair Housing posters have been displayed, as evidence of compliance with Term 8 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Russell J. Hardy, RESPONDENT

Date

Joann M. Hardy, RESPONDENT

Date

Hardy Rentals, RESPONDENT

Date

Donald E. Jones, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation to Complainant \$800. R is discounting monthly rent for new apartment 2E by \$50 per month. $\$50 \times 12 \text{ months} = \600 plus \$200 in labor expenses R will incur to move C to the new apartment. $\$600 \text{ discounted rent} + \$200 \text{ moving expenses} = \800 total value.